

# **EXHIBIT A**

## TERMS OF SERVICE

ANACONDA, INC. ("Anaconda") maintains a code repository for use by its user community. These Terms of Service ("Agreement") relate to your use of this code repository accessible through <https://repo.anaconda.com/> and through our installers and applications (the "Repository") and serve to make it possible for Anaconda to continue to provide the Repository. So that our community can have this resource, we ask that everyone who uses the Repository respects the other users and complies with the terms of this Agreement. By using the Repository or otherwise agreeing to this Agreement, you represent and warrant to Anaconda that you are legally competent to become a party to this Agreement. IF YOU HAVE NOT AGREED TO THIS AGREEMENT OR IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, THEN YOU MUST NOT USE THE REPOSITORY. YOUR USE OF THE REPOSITORY SIGNIFIES AND CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME. Please print a copy of this Agreement for your records.

### License To Use Repository

Anaconda serves as a resource to the community of users and developers working in data science and machine learning. We have developed our repository to enable our community to create, so permission is hereby granted to utilize the contents of the Repository subject to the terms of this Agreement. **To ensure that we can continue providing the Repository, a resource for the entire community, we are not granting you permission to use our community site for large-scale commercial activities, such as downloading or mirroring the Repository. We reserve the right to reduce bandwidth to certain users, in order to maintain the overall experience for others.**

For uses that place a heavier burden on our system, we expect you to contact us to learn more about Anaconda Team Edition, Anaconda Enterprise Edition, and our other commercial offerings. The license we are providing shall automatically terminate if you violate this Agreement or intentionally use the Repository in a way that negatively impacts other members of the community. Your use of the Repository is at the sole discretion of Anaconda, which may deny you further use of the Repository or terminate this license at any time, for any reason, with or without cause. Your historical use of the Repository under previous Terms of Service does not entitle you to continued use of the Repository under those terms.

Your use of the Repository must always comply with applicable law and the other terms of this Agreement. In particular, but without limitation, you agree not to:

- (a) engage in commercial activities, such as marketing the contents of the Repository or utilizing the Repository in a way that could degrade the ability of our other community members to use the Repository;

(b) create mirrors of the Repository for commercial purposes, without express permission;

(c) republish material from the Repository, including republication on another website or creating a public or private mirror without express permission from Anaconda ; or

(c) sell, rent or sub-license material from the Repository.

Anaconda reserves the right to discontinue or alter any or all of the Repository.

### **Access and Interference**

In order for our community to thrive, you agree that you will not use, deploy or facilitate the use or deployment of any robot, spider, other script, tool, routine, program or any other automated means, method or device, or manual process to monitor or copy the Repository or the content contained herein without our prior express written permission. You may not engage in the practices of “screen scraping,” “database scraping,” or any other practice or activity the purpose of which is to obtain portions of the Repository database or code in the Repository, in any manner or in any quantities not authorized by Anaconda. Systematic retrieval of data from the Repository to create or compile directly or indirectly, in whole or in part, a collection, compilation, database or directory without the express written permission of Anaconda is strictly prohibited. You may contact Anaconda at [tos@anaconda.com](mailto:tos@anaconda.com) for questions or permissions regarding this section. You agree that you will not use any device, software or routine to bypass any code which may be included to prevent you from breaching the obligations in this paragraph or to interfere or attempt to interfere with the proper working of the Repository. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure (CPU's, memory, disk space, bandwidth, etc.) or that would adversely impact the performance or operation of the Repository. You may not "mirror" the materials on this Site on any other server unless you are a non-profit or a non-profit educational institution and your mirror is for community service or educational purposes.

You may not frame or utilize framing techniques to enclose any Repository content, Repository content listing, trademark, logo or other proprietary information (including images, text, page layout, links or form) of Anaconda or its affiliates without prior express written consent. You may not use meta tags or any other “hidden text” utilizing Anaconda’s name or trademarks without the express written consent of Anaconda.

You may not do any of the following while accessing or using the Repository: (i) access, tamper with, or use nonpublic areas of the Repository or Anaconda’s computer systems; (ii) probe, scan or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Repository by any means (automated or otherwise) other than through currently available, published tools that are provided by Anaconda such as Anaconda® Individual Edition, Anaconda® Enterprise or Minioconda® (and only pursuant to those terms

and conditions applicable to such tools), unless you have been specifically allowed to do so in a separate agreement with Anaconda; or (iv) interfere with, or disrupt (or attempt to do so), the access of any user, host or network, including, without limitation, overloading the Repository or scripting the collection of content in the Repository in such a manner as to interfere with or create an undue burden on the Repository.

### **Packages and Tools in the Repository**

The Repository contains packages or tools licensed on an open source basis from third parties and binary packages of these third party tools. Anaconda makes no warranties, explicit or implied, regarding the packages or tools, the performance of the packages or tools or the contents of the packages or tools. These third party software packages or tools are provided on an “as is” basis and are subject to their respective license agreements as well as this Agreement. Anaconda is not responsible for examining or evaluating such packages and tools. If you decide to download any packages or tools, you do so at your own risk. Information regarding which license is applicable is available from within many of the third party software packages and tools and at <https://repo.anaconda.com/pkgs/main/> and <https://repo.anaconda.com/pkgs/r/>. Any packages or tools that are provided are not intended to state or imply that Anaconda sponsors, is affiliated or associated with such packages or tools. Anaconda’s liability and responsibility in relation to any packages or tools are expressly limited by the terms of this Agreement.

### **Indemnification**

WE CANNOT PROVIDE THE REPOSITORY IF YOU UTILIZE IT IN A WAY THAT WOULD HARM ANACONDA, SO IF YOU DO ANYTHING THAT EXPOSES ANACONDA TO A CLAIM FROM A THIRD PARTY, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD COMPLETELY HARMLESS ANACONDA AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES ARISING FROM OR RELATED TO YOUR USE OF THE REPOSITORY AND THE PACKAGES OR TOOLS IT CONTAINS.

### **Disclaimer of Warranties; Limitations and Exclusions of Liability**

ANACONDA PROVIDES THE REPOSITORY AS A RESOURCE TO OUR COMMUNITY, SO IN RETURN FOR ANACONDA PROVIDING THAT RESOURCE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- (a) YOUR USE OF THE REPOSITORY IS AT YOUR SOLE RISK. THE REPOSITORY IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ANACONDA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, QUALITY, PERFORMANCE, NON-INTERFERENCE WITH INFORMATION, AND ACCURACY OF

PACKAGES OR TOOLS. THERE IS NO WARRANTY THAT REPOSITORY OR THE PACKAGES OR TOOLS PROVIDED IN THE REPOSITORY WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

(b) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE REPOSITORY IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY PACKAGES OR TOOLS. ANACONDA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE REPOSITORY.

YOU FURTHER EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER ANACONDA NOR ANY LICENSOR OF PACKAGES OR TOOLS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ANACONDA OR SUCH THIRD PARTY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE REPOSITORY. IF YOU ARE DISSATISFIED WITH THE REPOSITORY, OR ANY OF THE PACKAGES OR TOOLS CONTAINED THEREIN, OR REFUSE TO ABIDE BY THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE. NOTWITHSTANDING THE FOREGOING, ANACONDA'S LIABILITY TO YOU SHALL IN NO CASE EXCEED \$10. YOU FURTHER AGREE NOT TO JOIN IN ANY LAWSUIT WITH ANOTHER PERSON OR SERVE AS A CLASS REPRESENTATIVE OF ANY CLASS ACTION LAWSUIT AGAINST ANACONDA ARISING OUT OF THE USE OF THE REPOSITORY.

### **Intellectual Property Rights**

The Repository is protected by copyright, trademark, trade dress and other intellectual property rights. The applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to such products packages and tools included in the Repository. Content copied, downloaded or printed must retain all the copyright, trademark and other proprietary notices. The logos, and other trademarks, service marks, tradenames and service names included on the Repository ("Marks") are owned or licensed by Anaconda, Inc. These trademarks include, but are not limited to Anaconda®, Miniconda®, Conda®, and the Anaconda logo. You agree not to copy, display or otherwise use any of the Marks without the prior written permission of Anaconda. The Marks may not be used in any manner likely to cause confusion, disparage or dilute these marks and/or in connection with any product or service.

### **Submitted Information**

Any information, including but not limited to remarks, suggestions, ideas, graphics or other submissions, communicated to Anaconda by you, including but not limited to intellectual property related thereto, will

be treated as non-confidential and non-proprietary, and Anaconda may, without compensation, copy, incorporate, distribute or otherwise use such communications for any commercial or non-commercial purpose.

### **Digital Millennium Copyright Act**

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. § 512(c)(3)) before sending your claim.

You may notify us of alleged infringement of intellectual property rights by contacting our Designated Agent at:

Mail: Anaconda

Attn: Legal Department, DMCA

Address: May be found on our website at [www.anaconda.com](http://www.anaconda.com)

Phone: (512) 222-5440

Email: [legal@anaconda.com](mailto:legal@anaconda.com)

Upon receipt of notice of claimed infringement, we will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

Please do not send any other communications to the Designated Agent, who is appointed solely for the purposes of receiving notices of copyright claims under the DMCA.

### **Modification**

Anaconda may update, revise, supplement, modify or amend this Agreement at any time. Any updates, revisions, supplements, modifications or amendments shall be effective immediately upon its posting on the Repository and will only be applicable to disputes arising, or arising out of events occurring, after such posting has been made. We will indicate at the bottom of this Agreement the date of the last update. You agree that you will be bound by this Agreement, however and whenever it is updated, revised, supplemented, modified or amended, whether you have actual or constructive notice of, and whether you have used or continue to use the Repository after, the updates, revisions, supplements, modifications or amendments. Your use of the Repository following any amendment of this Agreement will signify and constitute your assent to and acceptance of such revised Agreement.

### **Special Admonitions For International Use**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding your use of the Repository and any contents of the Repository. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. Supply of packages and tools through the Repository is subject to United States export control and economic sanctions requirements. In furtherance of the foregoing, the Repository may include cryptographic software. The country in which you currently reside may have restrictions on the import, possession, use and/or re-export to another country of encryption software. BEFORE using any encryption software, please check your country's laws, regulations and policies concerning the import, possession, use and/or re-export of encryption software, to see if this is permitted. See the Wassenaar Arrangement (<http://www.wassenaar.org/>) for more information. By downloading any items from the Repository, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire packages or tools through the Repository or engage in other activities on the Repository if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or (2) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

### **Entire Agreement**

This Agreement constitutes the entire agreement between you and Anaconda with respect to your use of the Repository. There are no other representations, warranties, terms, agreements or conditions, either written or oral, with respect to your use of the Repository except as set forth in this Agreement. If you are a customer of Anaconda who has a written agreement with Anaconda, this Agreement is subject to, and governed by, the terms of any such written agreement you have entered into with Anaconda.

### **Severability**

If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions.

### **Headings**

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

### **Governing Law and Venue**

Anaconda's principal office is in the State of Texas, and this Repository is controlled by Anaconda from its offices within the State of Texas, United States of America. The Repository can be accessed from all 50 states, as well as from other countries around the world. As each of these jurisdictions has laws and regulations that may differ from those of Texas, by accessing this Repository both you and Anaconda agree that the statutes and laws of the State of Texas, without regard to conflicts of laws principles thereof, will apply to all matters relating to use of this Repository (whether grounded in tort, contract, law or equity). In the case of a dispute, you and Anaconda agree that any litigation arising between the parties hereto shall be brought only in the state or federal courts having subject matter jurisdiction in Travis County, Texas. You hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party thereto.

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

### **Injunctive or Equitable Relief**

You agree that use of the Repository in violation of the terms contained herein causes damage and harm to Anaconda in the form of, among other things, impaired goodwill, lost sales and increased expenses associated with such improper use. You further agree that monetary damages for such use may be difficult to ascertain and that proof of monetary damages for such use may be costly and inconvenient to calculate. You also acknowledge that any violation of the requirements under "License To Use Repository", "Access and Interference", "Linking to the Repository", "Intellectual Property Rights" and "Special Admonitions For International Use" may cause irreparable damage to Anaconda and that Anaconda will be entitled to seek injunctive and other equitable or legal relief to prevent or compensate for such unauthorized use. Additionally, you agree that liquidated damages are warranted for improper use.

### **Termination**

Anaconda may terminate your right to use this Repository, with or without cause, at any time in its sole discretion, including, without limitation, following your violation of this Agreement and lack of use. In the event of termination, all representations, warranties, indemnifications and promises made by you shall survive.

### **Contact Information**

If you have a comment, question or request, or if you need to contact Anaconda:

- (A) **E-mail:** You can e-mail us at [tos@anaconda.com](mailto:tos@anaconda.com)
- (B) **Telephone:** You may call us at (512) 222-5440.
- (C) **U.S. Mail:** Send mail to Anaconda, attention Legal Department, TOS to the address provided on our website at [www.anaconda.com](http://www.anaconda.com):

### **Electronic Communications**

You consent to receive communications from us by e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you by e-mail satisfy any legal requirement that such communications be in writing.

### **Updates to Terms of Use**

This Agreement was last updated on March 26, 2020.